IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2636 OF 1985

Meena V.Ghiya ..Plaintiff

Vs.

Manubhai N.Patel & Ors. ..Defendants

None for the plaintiff

Mr.G.Vishwanath for defendant no.1 to 5

Ms.Nadia Bhatia i/b P.S.Gidwani for defendant no.6

CORAM : S.U.KAMDAR, J
DATED : 19TH JANUARY, 2006

P.C.:

1. In the present suit, Advocate Mr.C.C.Chaya was appearing for the plaintiff. On being reported that he is expired I directed issuance of notice to the plaintiff. Accordingly, notice dt.17.1.06 was issued. The said letter has come back saying that they have left the premises and the room was closed. The said notice and envelope issued by the office is taken on record. However, the learned counsel for defendant no.6 states that in the light of the three consent terms which are filed in three notice of motions being consent terms dt.18.6.86, 12.3.87 and 6.12.89 the dispute between the parties have been finally resolved and nothing survives in

the present suit as such.

2. I have perused the consent terms. On the terms and conditions of the consent terms it seems that the dispute between the parties have already been resolved. In that light of the matter and that the plaintiffs are not traceable, suit is dismissed as infructuous. No order as to costs.